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UNITED STATES DEPARTMENT OF AGRICULTURE
U.S. DEPARTMENT OF AGRICULTURE
PRODUCTION AND MARKETING ADMINISTRATION
FIELD SERVICE BRANCH—WASHINGTON, D. C.

1946 AGRICULTURAL CONSERVATION PROGRAM

EAST CENTRAL REGION

1946—CONSERVATION MATERIALS AND SERVICES

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PART I.—GENERAL PROVISIONS

Section I. MATERIALS AND SERVICES TO BE FURNISHED UNDER THE 1946 PROGRAM

A. GENERAL PLAN

Conservation materials and services may be furnished farmers in lieu of cash payments for carrying out approved conservation practices under the 1946 Agricultural Conservation Program. The materials and services that may be furnished are: liming materials; 18, 19, and 20 percent superphosphate; certain winter legume and cover crop seeds (further announcement of seed programs will be made later); basic slag (Tennessee only); and terracing services for the construction of standard terraces. The minimum specifications for materials and services to be furnished will be the same as that approved for practices set forth in the ECR-1001—Handbook of Conservation Practices for the State.

In most instances the farmer will contribute in cash part of the cost of conservation materials and services and the Government will pay part of the cost. For each material or service to be furnished, a **deduction rate**, representing the part of the cost that the Government will pay, will be established. This deduction rate will in most cases be the same as the credit (or payment) rate offered for an equivalent unit of an approved practice. In most cases the farmer will pay his cash contribution to the contractor or vendor at the time the material or service is furnished.

B. PROCUREMENT METHODS

Conservation materials or services to be furnished farmers will be acquired by the Field Service Branch through one of the following methods:

1. **Purchase order plan.**—Whereby a fair price is determined for a material or service meeting certain specifications, and purchase orders are issued by county committees to dealers who offer to furnish the material or service at not to exceed such fair price.

2. **Contracts.**—Purchases under contracts are made by an authorized contracting officer as a result of competitive bids. Liming materials contracts are awarded by a contracting officer in the State office of the Field Service Branch, and contracts for other materials are awarded by the Washington office.

(a) Allocations of contract superphosphate will be made by the Regional office to States to meet requirements in those counties or areas where the purchase order plan does not provide sufficient quantities of the material at the established fair price.

3. **Transfer from another Government agency.**—In some instances, arrangements may be made to have certain material transferred from another Government agency to the Field Service Branch. For example, calcium silicate slag is acquired from the Tennessee Valley Authority by the Field Service Branch for use in Tennessee.

4. **Price support programs.**—Under price support programs sponsored by the Department of Agriculture, producers are guaranteed prices for certain seeds. Seed acquired by the Government under such programs may be offered as conservation materials.

C. DEDUCTION RATES

1. **Superphosphate.**—The deduction rate will be the same as the credit rate for its use as set forth in ECR-1001, Handbook of Conservation Practices, for the State. Below are the applicable deduction rates for each kind of material.

Credit rate (use of 100 lbs., 20%)	Deduction rates per cwt.		
	20%	19%	18%
\$0.60.....	\$0.60	\$0.57	\$0.54
.65.....	.65	.6175	.585
.70.....	.70	.665	.63
.75.....	.75	.7125	.675
.80.....	.80	.76	.72
.85.....	.85	.8075	.765
.90.....	.90	.855	.81
.95.....	.95	.9025	.855
1.00.....	1.00	.95	.90

2. **Liming materials.**—For liming materials delivered to farms or delivered and spread, the deduction rate will be the same as the credit rate for the use of the material, which rate will be established at not to exceed approximately 80% of the estimated cost of bulk liming material delivered to the farm. For other types of delivery, the deduction rate will be the smaller of the credit rate, or the average cost of the material, as determined by the State Committee with the approval of the Regional Director.

3. **Seeds.**—Further announcement of seed programs will be made later.

4. **Terracing services.**—The deduction rate shall be the same as the credit rate for the practice.

5. **Basic slag.**—The deduction rate will be the same as the credit rate for its use as set forth in ECR-1001, Handbook of Conservation Practices, Tennessee.

D. CASH COLLECTIONS

All collections made by the county committee, including collections for the county committee under service fee agreements with dealers and truckers, will be reported and accounted for as provided in ECR-County Associations-46 and supplements thereto.

1. **Superphosphate (under contract).**—A cash collection will be made from the farmer in an amount equal to the difference between the established deduction rate (same as the credit rate) and the fair price established for the kind of material and type of delivery to be furnished. Where dealer service is provided, such collection should be made for the county committee by the dealer at the time of delivery; otherwise, the collection will be made by the county committee either at the time of delivery or at the time the farmer places his request for the material.

2. **Liming materials (under contract).**—

(a) **Material delivered to farms, or delivered and spread, by contractor.**—The contract will provide for the contractor to collect from the farmer the difference between the credit rate and the total contract price; consequently, no collection will be made by the county committee.

(b) **Delivered to farm by association trucker.**—Insofar as possible, trucking agreements between the county committee and local truckers for the farm delivery of liming materials should place upon the trucker the responsibility for making and accounting for cash collections. The amount of the collection will be the amount by which the total delivered cost of the material exceeds the credit rate. If it is impossible to secure an agreement which provides for the trucker to make and account for the collection, the county committee will collect from the farmer at the time he places his request for the material.

(c) **Plant or rail delivery.**—A cash collection will be made by the county committee at the time the farmer requests the material in the amount, if any, by which the average cost at the point of delivery to the farmer exceeds the credit rate.

3. **Seeds.**—Further announcement of seed programs will be made later.

4. **Terracing services.**—Since this service will be handled under the purchase order plan, no cash collection will be made by the county committee.

5. **Basic slag (under contract).**—A cash collection will be made in the amount by which the cost at the point of delivery to the farmer exceeds the credit rate. Where dealer services are provided, such collection should be made for the county committee by the dealer at the time of delivery; otherwise, the collection will be made by the county committee at the time of delivery or at the time the farmer places his request for the material.

E. TYPES OF DELIVERY—MATERIAL PROCURED UNDER CONTRACT

1. **Superphosphate (including basic slag for Tennessee).**—So far as practicable, superphosphate should be serviced by local dealers or warehousemen acting under agreements with the county committee. Such dealers or warehousemen will act as consignees and either (1) deliver the material to producers from cars on arrival, or (2) unload and store the material until called for by producers. The agreement should provide responsibility for the dealer to make and account for cash collections from farmers at time of delivery.

Where it is found impracticable to make such an arrangement, delivery will be made to the farmers from cars on arrival by an association employee who has been designated as consignee (See Section II, Local Service Charges).

2. **Liming materials.**—The type of delivery for each county will be determined by the State committee on the basis of source of supply contracts awarded by the authorized contracting officer.

(a) **Delivered to farm, or delivered and spread by contractor.**—Where acceptable offers are secured and awards made, the contract will provide for the material to be delivered to the farm, or delivered and spread on fields. Such contracts will require

the supplier to deliver material only to farms on passable trucking roads. **For material delivered to the farm**, the farmer should be informed that the supplier is not obligated to make deliveries to all points **on** the farm, but only **to** the farm. In case of a difference of opinion as to the place of unloading, the supplier may unload the material in the area immediately adjacent to the main farm buildings. **For material to be delivered and spread on fields**, the farmer should be informed that someone must be available at the time of delivery to indicate the field or fields on which the material is to be spread.

(b) **Delivered to farm by association trucker.**—The State committee may authorize the county committee to enter into an agreement with a trucker or truckers to provide farm delivery of material from railheads or local plants. Spreading service may not be included in such agreements, and any such additional service performed shall be a private transaction between the farmer and the trucker.

(c) **Plant or stockpile.**—Where deliveries are made at plant or stockpile, farmers will provide transportation for the material.

(d) **Rail delivery at sidings from carload lots.**—Other than for the services of a consignee to check the contents of the car, accept delivery from the railroad, make equitable division of the material and obtain receipts therefor, farmers receiving material will provide transportation and will be responsible for all charges, such as demurrage, labor of unloading, incurred after arrival of the car. (See also Part II, Local Service Charges.)

3. **Seeds.**—Where Government-owned seeds are furnished, arrangements should be made by the county committee for the unloading, storage and platform delivery of such seeds by a local seed dealer or warehouseman (see Section II, Local Service Charges).

Section II. LOCAL SERVICE CHARGES

Under the conditions outlined below, county committees may incur expenses in servicing the delivery of contract and Government-owned materials.

A. CONSIGNEE SERVICES

Materials delivered to the county committee at rail destination points in carload lots require the services of a consignee to open the car, inspect its contents, execute bills of lading, prepare Form ACP-67, and secure receipts from producers calling at the car. Costs of such services are included in the deduction and collection rates established, and if performed by a per diem employee of the county association, may be incurred without prior authorization. With approval of the State committee such services may be rendered on a per unit basis under service fee arrangements. Wherever unloading and storage is provided on a service fee agreement, the agreement should include consignee services.

B. SALVAGE COSTS

Carlot shipments of bagged materials such as superphosphate or seeds will sometimes be received in which some bags are damaged and the material cannot be delivered to farmers without incurring costs for bags, rebagging, etc. The county committee should have these necessary services performed, and proper notations made of shortage, damage, and salvage costs on the bill of lading and Form ACP-67 so that recovery of the costs will be made from either the shipper or the railroad company.

Damage to materials or bags occurring after receipt of the material but before delivery to producer will be the responsibility of the party in whose charge the materials are stored. Superphosphate manufacturers guarantee their bags to withstand proper storage conditions for six weeks after delivery, and deterioration of bags containing superphosphate stored within the guarantee limit should be reported promptly to the State office in order that settlement may be made with the vendor.

C. SERVICE-FEE AGREEMENTS

With prior approval of the State committee, county committees may enter into agreements with local dealers, warehousemen or truckers to provide the following services:

1. Unloading, storage and platform delivery of bagged material (superphosphate, basic slag, and seeds.)
2. Farm delivery of liming materials from railhead, plant, or platform.

No additional collections for these services will be made from farmers receiving the material, as a normal cost for such services is considered in determining deduction rates and cash collections. When farm delivery of liming material is provided, the applicable deduction and collection rates for this type of delivery will apply.

When authorizing the service, the State committee will specify the form of written agreement to be used between the county committee and the party or parties providing the service. Types of agreements which may be used are shown in the back of this bulletin. The agreement should provide (a) a per unit basis of payment for the services to be performed, (b) liability of the party performing the service for the value of Government material in his charge, (c) liability for any demurrage charges incurred, (d) the extent to which services are offered, (e) responsibility for securing receipts from producers and execution of necessary forms, and (f) monthly payment for services performed. Agreements for servicing superphosphate shipments should, wherever possible, specify that the party furnishing the service will be responsible for making collections, at the time of delivery, from farmers of the amounts of their contribution toward the cost of the material. Agreements for trucking liming materials should, wherever possible, specify that the trucker will be responsible for such collections. The county committee will arrange for the service as follows:

(a) Unless otherwise specified by the State committee, competitive bids should be secured from several parties for providing the service in accordance with the approved agreement, and the lowest responsible bid or bids as needed be recommended to the State committee.

(b) Upon recommendation of the county committee that the extent of the services required will be such as to require agreements with a substantial number of the parties in position to render the service throughout the year, and that at a certain fair price the required services may be secured from a number of parties, the State committee may authorize the county committee to enter into uniform agreements at or below the price determined by the State committee to be a fair price with as many parties in position to perform the service as are necessary at any time. No such agreement, however, shall be made with any farmer which does not provide for services to a substantial number of farmers in addition to the one providing the service.

Committeemen and association or Field Service Branch employees are not eligible to enter into agreements for providing these services to the committee without prior written approval of the Director, Field Service Branch. No agreement will be valid until approved by the State committee or its designated representative.

D. CHARGES INCURRED BECAUSE OF FAILURE OF PRODUCERS TO CALL FOR MATERIAL

Where material is distributed to producers from rail shipments, they will be responsible for any demurrage, storage, or handling charges incurred by the county association as a result of their failure when properly notified to call for the material at the car within the free time allowed by railroads for unloading. Collections will be made for such charges from

the producers involved. If collection cannot be made, such producers will be placed on the county Register of Indebtedness for the amount involved.

E. REPORTING EXPENSES FOR LOCAL SERVICE CHARGES

Payment for all expenses incurred shall be made as provided for other association expenses, and shall be reported as provided in ECR-CA-2, Revised.

Section III. CONDITIONS UNDER WHICH MATERIALS AND SERVICES ARE FURNISHED

It is the responsibility of the county committee to make sure that requests for conservation materials and services are approved only for eligible producers and in amounts that do not exceed the maximum amounts set forth below, and that each applicant for conservation materials or services understands the conditions under which they are furnished.

A. ELIGIBLE PRODUCERS

Requests for material or services may be approved for any producer on a farm; provided,

1. All indebtedness shown against the producer or farm operator on the Register of Indebtedness has been liquidated, or has been waived by the creditor agency.
2. Any indebtedness of the producer or farm operator to the county agricultural conservation association has been repaid.
3. Performance reports have been filed completely accounting for all materials or services furnished under past programs.
4. The producer or farm operator will not be entered on the Register of Indebtedness as a result of his past farming operations.
5. The producer is not likely to be affected by the \$10,000 limitation on payments.

Before a request for materials is approved, care should be taken to see that any assignment that may have been executed by the person requesting materials is considered before his request is approved, to the end that cases will not arise in which an assignee fails to receive payment due to approval of a request for conservation materials after the proper execution of an assignment.

B. AMOUNT OF MATERIALS AND SERVICES THAT MAY BE FURNISHED

Maximum amount that may be furnished.—The amount of the materials and services furnished producers for use in carrying out practices on a farm under the 1946 program shall not exceed the amount required to carry out the respective conservation practices approved by the county committee, or the 1946 farm allowance in States where farm allowances are used.

C. CHARGES AND CREDITS FOR MATERIALS AND SERVICES PROPERLY USED

1. **Charges.**—The person to whom conservation materials or services are furnished will be responsible for their proper use and appropriate charges therefor.
2. **Credits on applications for payment.**—Credit for proper use of materials and services will be given to the person to whom they were furnished even though some other producer on the farm participated in carrying out practices by their use.
3. **Materials and services in lieu of the entire payment for the farm.**—If all the practices carried out on the farm which are eligible for payment are performed with conservation materials and services fur-

nished by the Field Service Branch for which the deduction equals the credit value of the practices, such materials and services shall be in lieu of the entire payment for the farm.

D. DEDUCTIONS FOR MATERIALS IMPROPERLY USED

Where the county committee determines, subject to the approval of the State committee, that a producer has misused conservation material an additional deduction equal to the original deduction for the material misused will be made. The following materials will be deemed to have been misused:

1. Any material sold or exchanged.
2. Any material used in a manner other than that specified as an approved practice.

Deduction for the material misused will be made from any payment due the producer obtaining it. In the event the amount of deduction exceeds the amount of payment earned by the producer, he will pay the amount of deficit to the Treasurer of the United States.

E. TRANSFERS OF MATERIAL

1. 1945 material transferred to 1946 program.—In cases where material furnished under the 1945 program was not used (and not sold or exchanged), every effort should be made to induce the same producer to use the material for credit under the 1946 program. **Credit and deduction for such material will be at 1946 rates.** If the producer refuses to use the material under the 1946 program, or abandons the material, arrangement should be made to transfer it to another producer on the same or another farm at the 1946 deduction and credit rates under the following conditions:

(a) If it is possible to transfer the material (undamaged) to another producer, without cost to the association for repossession, reconditioning or redelivery, no collection will be made from the person to whom the material is transferred and no charge will be made against the producer from whom it is transferred. A private settlement may be made between the two producers concerning the original producer's cash investment in the material.

(b) If it is necessary for the association to incur any expense in connection with reconditioning, repossessing or redelivery of the material, the person to whom the material is transferred will be required to pay to the association the amount by which the current (1946) cost of new material exceeds the 1946 credit value of an equivalent quantity of new material. The producer from whom the material is transferred will be required to reimburse the association for any expenses incurred, or will be placed on the Register of Indebtedness for the amount of the charge, unless he satisfies the county committee that he is without fault in the matter.

(c) In cases of transferred material which has deteriorated and cannot be reconditioned but which is still in usable form, the producer to whom the material is transferred shall be charged only for an equivalent amount of good material as determined by the county committee, and by requiring a correspondingly larger amount of such material to be used to obtain full credit. The producer from whom the material is transferred shall be required to pay the association for the amount of damage to the material as determined by the county committee or shall be placed on the Register of Indebtedness for the amount of the charge, unless he satisfies the county committee that he is without fault in the matter.

(d) No refund of cash collections will be made in any case except for the correction of errors.

2. 1946 material transferred within the 1946 program year.—If, prior to the end of the program year it is determined that the material furnished will not in all probability be used by the person to whom it was furnished, such material may be transferred as indicated above for 1945 material transferred to the 1946 program.

PART II.—THE PURCHASE ORDER PLAN

Section I. GENERAL PROVISIONS APPLICABLE TO PURCHASE ORDERS

A. EXPLANATION OF THE PURCHASE ORDER PLAN

The Purchase Order Plan is an arrangement under which materials and services are furnished to farmers through local dealers. The county committee issues purchase orders on Form ACP-128 (Revised) up to the credit value of materials and services a farmer is eligible to receive under the program. Where the purchase order represents only a part of the cost of the material or service, the remainder must be paid by the farmer to the dealer. The farmer takes the purchase order for material to any dealer who will furnish it at a price not in excess of the price determined to be the fair price; for services, the order is issued to the vendor who has agreed to perform the services at the price stated. After the material is delivered or the service rendered, the dealer returns the receipted purchase order to the county committee for payment. The county committee after checking the purchase order for completeness of entries, correctness of computations, etc., will submit the order to the State committee for audit and certification for payment. Payment will be made to the vendor by the Regional Disbursing Office for the State.

B. MATERIALS AND SERVICES APPROVED FOR DISTRIBUTION UNDER THE PURCHASE ORDER PLAN

Superphosphate, liming materials, seed of specified varieties, and terracing services have been approved for distribution under the Purchase Order Plan. County committees will be advised by the State committee of the materials and services that will be available to farmers in the county under this plan. Approval of the Regional Director is required before other materials and services may be furnished.

In determining the materials and services to be furnished in individual counties under purchase orders, the State committee should consider the following:

1. **Superphosphate.**—The purchase order plan should be used to the fullest possible extent to fill farmers' requests for the material. Local fertilizer dealers should be given ample opportunity to make known available supplies and prices. The State committee will recommend fair prices (as outlined below in "C") for each county, groups of counties or the entire State to the Regional Director for approval. If the State committee finds that the quantity of material available or the prices asked by dealers are not such as would permit the use of the purchase order plan in any county or area, it shall submit to the Regional Director a recommendation that the area be supplied from material procured under contract. In all other cases, the county committees should be advised that material may be ordered thru the State office from contract supplies only when local supplies under purchase orders are not sufficient to meet the requirements in the county.

2. **Liming materials.**—The purchase order plan may be used for furnishing liming material in those counties in which the county and State committees believe there are local dealers or suppliers in position to furnish material meeting the specifications in the State Handbook at a price that bears a reasonable relationship to 1945 contract prices, or to prices that could be secured under other arrangements. The State committee will specify the type of delivery, determine the fair prices, and designate the counties where the purchase order plan may be used.

3. **Seeds.**—Further announcement of seed programs will be made later.

4. **Terracing services.**—Terracing services may be furnished farmers under the purchase order plan in counties designated by the State committee. All terracing services shall be for the construction of standard terraces as specified in the State Handbook. Line-running services may be included on the purchase order if the county committee determines that the vendor is qualified to furnish such service. Otherwise, line-running services will be furnished without charge by a qualified employee of the

county association, or with prior approval of the State committee, by a qualified person under the service fee plan outlined below:

(a) **Responsibilities of farmers and vendors in construction of terraces.**—Before a purchase order is issued for terrace construction, the farmer requesting the service should agree with the prospective vendor upon a unit cost per 100 linear feet of terrace to be built. The county committee must determine that this cost is a fair and reasonable cost for the work to be done on the farm.

In order that the farmer and the vendor furnishing the terracing service may thoroughly understand their responsibilities and the conditions under which payment for services will be approved, each should be furnished with a statement similar to the following:

.....County
..... State

STATEMENT TO VENDORS AND FARMERS WITH RESPECT TO THE CONSTRUCTION OF AND PAYMENT FOR STANDARD TERRACES UNDER THE PURCHASE ORDER PLAN

1. Any work performed by a vendor with respect to the construction of terraces authorized by a purchase order, Form ACP-128 (Revised), must be strictly in accordance with the specifications contained in the Handbook of Conservation Practices for the State.

2. Vendor will do all the earthwork including the construction of the terrace ridge and of fills across gullies and low places, and provide proper outlets (except the establishment of a vegetative cover in the outlets).

3. The farmer to whom the purchase order is issued will make proper arrangements for use of the vendor's equipment on his farm, including temporary removal of fences and strengthening of bridges when necessary and will plow a light furrow marking the survey line for each terrace.

4. Payment will be made only for completed terraces.

5. Terraces constructed in a field will not be paid for unless the upper slopes of such fields are also terraced or the terrace system is protected by an adequate diversion ditch or terrace.

6. Terraces constructed which meet the minimum specifications will be recommended for payment in the amount specified on Form ACP-128 (Revised) as payment by the Government. The vendor must look to the farmer receiving the service for that portion of the total cost specified on Form ACP-128 (Revised) as the farmer's contribution.

7. The amount authorized on the purchase order, Form ACP-128 (Revised), in column (G), Section II, Part 1, is approximate and has been computed on an estimated number of units of service to be delivered by the vendor. When the service has been completed the total amount will be recomputed on the basis of the number of units of service actually completed, as evidenced by an inspection report acceptable to the county committee. The Government will make payment only for work done in constructing terraces.

(b) **Line-running surveys performed by county associations.**—Line-running surveys (not furnished by the vendor constructing the terrace) may be furnished by qualified employees of the county association or with prior approval of the State committee, by qualified persons acting under service-fee arrangements with the county committee. County committees should make sure that line-running services are furnished only in those cases in which terraces will be constructed during the program year.

Association employees surveying terrace lines shall be paid at per diem rates of pay approved by the State committee; persons making surveys under service-fee agreements shall be paid at per unit rates not exceeding 10 cents per 100 linear feet. Such agreements should be entered into only with persons certified by the Soil Conservation Service or other agency approved by the State committee, as qualified to run terrace lines in accordance with specifications. Agreements may be made with all persons so qualified, and, so far as practicable, the farmer requesting terracing services should be permitted his choice of the party to perform the line-running services. A form of agreement similar to that below should be used, and three copies should be executed, one for the party furnishing the services, one for the county committee, and one for the State committee.

.....County

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO FURNISH-
ING LINE-RUNNING SERVICES UNDER THE SERVICE-FEE PLAN

This memorandum of understanding, made and entered into this.....day of
....., 194.., by and between the.....county committee,
whose address is.....hereinafter referred to as the
"county committee" and.....; whose address is.....,
hereinafter referred to as the "line-running surveyor."

The line-running surveyor agrees:

1. That on farms and fields designated by the county committee, he will make the surveys necessary for locating of standard terraces to be constructed in accordance with the specifications contained in the Handbook of Conservation Practices for the State.
2. That he will furnish the committee with a report showing for each field surveyed, the location of terrace lines, the distance between terrace lines and the total length of terrace lines surveyed.
3. That the total length of terrace lines surveyed will be measured in the presence of the owner or operator of the farm and that his signature will be secured in the report submitted to the county committee.
4. The surveys will be made without damage to growing crops on the farm, except such damage as is incurred in the normal operations of running terrace lines.
5. That surveys will be made within such period of time as the county committee may designate.
6. That payment for services performed shall be subject to inspection for determination that terraces constructed on survey lines will meet specifications.

The county committee agrees:

1. That on each farm or field designated for survey, the farm owner or operator will have agreed to mark the survey line for each terrace by plowing a light furrow.
2. That the line-running surveyor may limit the number of surveys to be performed to those accepted by him.
3. That payment at the rate of 10 cents per 100 linear feet of terrace lines surveyed in accordance with specifications will be made after the end of each month. The extent of terrace lines surveyed will be determined from the report signed by the farm owner or operator and filed with the committee.

....., 194....
(Signature of surveyor)	(Date)
....., 194....
(Signature of county committeeman)	(Date)

I believe that.....is qualified to make surveys necessary for the location of standard terraces which meet the specifications contained in the Handbook of Conservation Practices for this State.

.....
(Signature)
.....
(Agency)
....., 194....
(Date)

(c) **Inspection of terracing services.**—Payment to the vendor will be made after the service has been inspected and found to be acceptable. The inspection of terracing services furnished by vendors shall be under the supervision of the county committee. The county committee shall designate a qualified committeeman or employee of the county association to make the inspection. In this connection the county committee may also accept, for the purpose of making payment to vendors, a report filed with the county association by a qualified representative of any Federal agency.

C. DETERMINATION OF FAIR PRICES

1. Definition of fair prices.—

(a) **Materials other than liming materials.**—A fair price shall be the price at which vendors in an area should be able to supply a material for local delivery under purchase orders, taking the following into consideration to the extent they can be ascertained:

(1) The prices which farmers are currently paying for the material through local supply channels,

(2) The prices at which farmers could obtain the same material through other than local channels, and

(3) The actual or estimated cost to the vendor and a reasonable margin for handling and profit.

(b) **Liming materials.**—A fair price shall be the price at which a vendor agrees to furnish the material at a given time under a given set of conditions, providing it is not excessive in relation to:

(1) The prices which farmers are currently paying for the same or similar material under the same or similar conditions, and

(2) The prices at which farmers could obtain the same material through other than local channels, and

(3) The actual or estimated cost to the vendor and a reasonable margin for profit.

(c) **Services.**—A fair price shall be the price at which a vendor equipped to perform a service agrees to furnish it at a given time and under a given set of conditions, providing it is not excessive in relation to:

(1) The prices which farmers are currently paying for the same or a similar service under the same or similar conditions, and

(2) The actual or estimated cost to the vendor and a reasonable margin for profit.

2. Determination and approval of fair prices.—

(a) **Materials other than liming materials.**—At the request of the State committee, county committees should obtain quotations from all vendors who customarily furnish the particular type of material in the county. Such quotations should indicate the exact kind of material, kind of bags, type of delivery (platform or farm delivery), and the approximate quantity of material that the vendor can furnish. Such quotations should be summarized on Form ACP-146, Fair Price Recommendations, and submitted to the State committee with the county committee's recommendation as to the fair price for the county. The State committee will submit to the Regional Director recommendations for fair prices for such material for each county, group of counties, or for the entire State. Upon approval of State, area, or county fair prices by the Regional Director, the State committee will notify each county committee concerning the fair price applicable in the county.

NOTE: Superphosphate.—If the "Fair Price" for superphosphate is pre-determined on a Statewide or area basis, the county committee will be advised of the fair price and no fair price recommendation will be made by county committees.—The county committee may wish to canvass all persons who customarily furnish the material in the area, and obtain quotations as to price per ton of the material in order to determine the price at which the vendor should be able to supply the material.

Seed.—In the case of seeds for which regional deduction rates are determined, the county committee will make no fair price recommendation. They shall advise vendors of the approved rate for the county and may, if desirable, obtain quotations as to price and quantities of seed available in order to determine whether use of the purchase order plan will be feasible.

In the case of other seed for which the use of the purchase order plan is authorized, the county committee may wish to obtain quotations from prospective vendors before making recommendations to the State committee.

(b) **Liming materials.**—The procedure outlined in paragraph (a) above for other materials will be also followed for liming materials, except that the State committee is authorized to approve such prices as are found to be fair and reasonable, **subject to review by the Regional Director.** One copy of Form ACP-146 will be forwarded to the Regional Director immediately upon approval by the State committee.

(c) **Services.**—Fair prices for services will be determined by the county committee. Instead of making a predetermination and setting one fair price to be common to all vendors, fair prices will be determined on an individual farm basis just prior to the time

the purchase order is issued. If the price agreed upon between the vendor and the farmer for a particular service is determined by the county committee to be a fair and reasonable price for performing the service on that farm, such price becomes the fair price for that particular transaction.

D. PERSONS WHO MAY FILL PURCHASE ORDERS

Any person (except as provided in 1 below) who is willing to furnish materials meeting the required specifications at or below the fair price or to perform required services at prices acceptable to farmers and the county committee, is eligible to fill purchase orders. However, no purchase order may be issued to any person at a price which is higher than that person's ceiling price for the material or service under General Maximum Price Regulations or other applicable regulations issued by the Office of Price Administration.

1. No person paid in full or in part from Field Service Branch funds and no firm with which any such person is identified or in which he has a controlling financial interest may supply or agree to supply materials and services on purchase orders unless permission is granted in particular cases by the Director, Field Service Branch.

Section II. PREPARATION AND HANDLING OF PURCHASE ORDER FORMS

A. PREPARATION OF FARMER'S ORDER

Upon approval by the Field Service Branch of fair price determination, Form ACP-128 (Revised) may be issued to vendors for conservation materials and services to be furnished in response to the requests of individual farmers. Form ACP-128 (Revised) is to be prepared as follows:

1. **Heading.**—The county office will enter in the spaces provided:

- (a) Name of farmer for whom the order is issued.
- (b) Name of the State and county in which the farm is located.
- (c) The ACP farm number.
- (d) The program year in which the material or service is to be used.

2. **Section I.**—

- (a) Name of local vendor (in the manner in which his voucher is to be prepared) from whom the farmer desires to obtain the material or service. (This may be left blank if the vendor has not been selected at time of issuance.)
- (b) Address of vendor (local vendor's place of business).
- (c) The date the authority expires. (This should not be later than the expiration date of the applicable program year and may be earlier.)
- (d) The signature of a representative of the county committee and the date of approval.

3. **Section II, Part 1.**—Only one material or service may be included on each purchase order. However, alternate specifications for a material may be inserted in column (B). For example, a fair price has been established for 18 percent and 20 percent superphosphate and the analysis of the material that the vendor will be able to furnish is not known, the entry in column (B) would be 20 percent superphosphate "or" and on the next line immediately thereunder 18 percent superphosphate. If alternate specifications are entered in column (B) all other columns must be filled in for each specification.

- (a) Enter in columns (A) the kind of material or service, (B) the complete minimum specifications for the material or service (if additional space is needed, make notation "See reverse side hereof" and use the space provided on the

back). (C) the amount and unit authorized (example, 10 cwt.). (D) This column is for use of the vendor. (E) The approved fair price per unit for the material or service, (F) the portion of fair price to be paid by the farmer. (G) The portion of the fair price to be paid by the Government. This amount must not exceed the credit rate per unit of the material or service as shown in the State Handbook of Conservation Practices. (The sum of column (F) and column (G) should be equal to the quantity authorized times the fair price.) No entries will be made in the columns of Part 2, until the form is returned to the county committee for certification for payment.

- (b) After all of the above information has been entered, all copies of Form ACP-128 will be delivered to the vendor.

B. VENDOR'S APPLICATION FOR PAYMENT

1. If the vendor's name and address was not entered in Section I at the time the order was prepared, it should be entered by the vendor when the order is filled.

2. As soon as the material or service authorized in Section II, Part 1, has been furnished the farmer, the vendor will enter in column (D) the quantity and unit of material or service furnished. The farmer and the vendor shall then affix their signatures and the date thereof in the spaces provided in Section III.

3. The vendor shall retain the last copy of the form and transmit the original and first copy to the county office.

C. HANDLING OF FORM ACP-128 (REVISED) IN COUNTY OFFICES AFTER DELIVERY OF THE MATERIAL OR SERVICE

The county office will:

1. Enter in Section II, Part 2, column (D) the quantity of material furnished as shown by the vendor's entry in column (D) Part 1 (the extent of services furnished will be entered in this space by the inspector, who will indicate that specifications have been met by his initials on ACP-128 in the space opposite that for the committeeman's signature).

2. Enter in column (G) Part 2 the applicable amount in the same column in Part 1. (If the amount of material or service furnished differs from the amount requested and the change has the county committee's approval, a new maximum payment must be calculated and inserted in columns (F) and (G) of Part 1.)

3. Prior to or at the time of submitting the first Form ACP-128 for payment of material, each vendor shall file with the county committee showing the analysis or test of the materials from which the purchase orders are to be filled. For services an inspection report acceptable to the county committee must be on file in the county office before payment is approved.

4. A material shall be deemed not to have been furnished at a fair price if it is determined that the material does not meet specifications. At the option of the Field Service Branch such material shall be rejected, or accepted subject to a deduction equal to three times the difference between the value of the material specified and the material furnished. Where material delivered on purchase orders is found below specifications the State office should be notified at once. The vendor should be asked to stop deliveries until it is determined that other material meeting specifications will be delivered.

5. A careful examination shall be made of the representations of the vendor set out in Section II, column (D) and payment certified by the county committeeman in accordance with the instructions contained on the reverse side of the form. Forms which have not been properly exe-

cuted or on which suspensions are noted should be returned to the vendor for correction. Any changes or erasures on Form ACP-128 (Revised) must be initialed by the person who signed on behalf of the county committee.

D. USE OF FORM ACP-142. TRANSMITTAL SHEET FOR PURCHASE ORDERS

This form will be used to transmit Forms ACP-128 to the State office for payment. On each ACP-142 there shall be listed only Forms ACP-128 from the same vendor, for the same type of material or service and for the same unit price. Unless the quantities of material delivered are very heavy, Form ACP-142 should not be prepared more frequently than each fifteen days for a vendor, but as of the last day of each month Forms ACP-142 should be prepared covering all deliveries within the month not previously transmitted. Vendors should be requested to submit receipted forms ACP-128 promptly at the close of the month.

Entries on the form will be as indicated thereon. The transmittal numbers used shall begin with 1 for each county and run consecutively without regard to vendor, material or service involved, or unit price.

The vendor's copy will be retained in the county office until the approved county office copy has been returned from the State office, at which time it will be corrected, if necessary, and forwarded to the vendor. The original and first two copies will be forwarded to the State office with the related original copies of Form ACP-128.

E. RECORDS OF APPROVED REQUESTS AND DELIVERIES

As Forms ACP-128 are approved data as to the kind, quantity, and value of material on the approved request will be entered in columns A, B, C, D, and E of Section VI of Form ECR-1015, "1946 Farm Plan and Performance Report" which will constitute a record of requests approved for each individual farm. The rate and value will be that at which payment will be made by the Government.

A cumulative listing showing by kinds of materials and services the amount and value of requests approved for all farms in the county should be maintained. At the close of each month there will be reported to the State office cumulative totals for number of approved requests, quantity of material or services, and total value (payment by Government).

As receipted Forms ACP-128 are received from vendors, the date of receipt will be placed in column F, Section VI, Form ECR-1015. Should the amount receipted for vary from that requested, appropriate correction will be made in other columns of Section VI of Form ECR-1015. Forms ACP-142 will provide listings of deliveries from which cumulative totals may be maintained.

F. LOST, STOLEN OR DESTROYED PURCHASE ORDERS

Duplicate purchase orders may be issued to replace any that have been lost, stolen, or destroyed. Duplicate orders shall be plainly marked "Duplicate" and a record of such orders should be maintained. County committees shall not approve for payment the original purchase order for which a duplicate order has been issued except upon surrender of the duplicate order.

1. Forms ACP-128 (Revised) lost, stolen, or destroyed prior to delivery of material or service.—If upon a farmer's request a duplicate purchase order is issued to replace one that has been lost, stolen, or

destroyed prior to delivery of the material or service, the farmer should execute the following statement:

A purchase order Form (ACP-128) for..... of..... issued for me by the..... County Committee has been lost, (stolen, destroyed). I hereby request a duplicate order, and if issued, agree to protect the Field Service Branch from any liability (not in excess of the value of the original order) and expense which it may incur by reason of the original order. I further agree that, if I recover possession of the original order, I will return it to the county office.

.....
(Date)

.....
(Signature of Farmer)

If the name of the vendor was entered on the original order, he shall be notified by the county committee that a duplicate order has been issued and that he shall not deliver any material on the basis of the original order. If the vendor's name was not entered on the form or the vendor's name is not known, all vendors furnishing such material or service in the county should be notified that no material or service should be furnished on the basis of the original order.

2. Form ACP-128 (Revised) lost, stolen, or destroyed after delivery of material or service.—If a duplicate order is requested and issued to replace one that has been lost, stolen, or destroyed, after delivery of the material or service, a duplicate order may be prepared for the signature of the farmer and vendor and the vendor should execute the following statement:

A purchase order Form ACP-128 issued by the..... County Committee for the delivery of..... of..... to..... has been lost, (stolen, destroyed) after delivery of the (material or service) by me. I hereby request that a duplicate order be prepared for execution by the farmer and myself.

If such an order is prepared and executed, I agree to protect the Field Service Branch from any liability (not in excess of the value of the original order) and expense which it may incur by reason of the original order. I further agree that, if I recover possession of the original order, I will return it to the county office.

.....
(Date)

.....
(Signature of Vendor)

.....
(Signature and Title of Agent)

PART III. COUNTY OFFICE PROCEDURE FOR MATERIALS OR SERVICES FOR WHICH PURCHASE ORDERS ARE NOT ISSUED

Section I. REQUESTS FOR MATERIALS

A. TAKING FARMERS' REQUESTS

All requests for conservation materials other than those furnished under the Purchase Order Plan will be made on Form ACP-64 (Revised September 1944) "Request for Conservation Material or Service." A separate Form ACP-64 must be used for each material requested. Should a producer request separate deliveries of a single material, separate requests should be prepared.

The name of the applicant should be printed in the appropriate space in the upper right corner of ACP-64, and the State, county, and farm number, and the program year should be entered in the spaces provided.

Entries in the body of the form should be as follows:

Material or service.—The name of the material requested.

Place or type of delivery.—The name of the siding for rail delivery; the name or location of warehouse or plant, if applicable, or the word "farm," if farmyard delivery. If the material is to be delivered from rail siding or to the farm by a person under agreement with the county committee, entry should be "Farm from (name of siding)."

Quantity.—Expressed in tons of liming material, cwt. of superphosphate, or pounds seeds, etc.

Unit cost.—(1) *To AAA*, the applicable deduction rate for the unit of the material and type of delivery shown.

(2) *To Farmer*, the applicable collection rate for one unit of the material.

Total cost.—The quantity times the unit cost. Separate items shall be entered for total cost to the AAA and to the farmer.

Requested delivery date.—The approximate date at which the producer desires the material. The time may be designated merely as "fall" or "spring" or, if desired, the name of the month preferred. Farmers must be informed that it is impossible to guarantee the date of delivery.

The full mail address of the applicant should be entered in the space provided. If the farmer is to be notified of arrival of his material, telephone number and exchange should also be entered where possible. For farm delivery, the location of the farm should be entered thus: "Five miles north of Jonesboro on Route 31." Other identification as necessary should be noted.

The applicant will sign the request, and the date of his signature will be entered in the space provided.

Except in cases where the contractor is required to collect the "total cost to the farmer," and in cases where warehousemen, truckers, or consignees have assumed responsibility for collections through agreement with the county committee, the amount shown as "total cost to the farmer" will be collected at the time the request is taken, and the person receiving the collection will enter the amount, date, and his initials in the spaces provided on the form.

B. CHECKING AND APPROVAL OF REQUESTS

All requests will be checked by a designated county office employee, who will

1. Verify the correctness of entries and computations.
2. Check the Register of Indebtedness and necessary performance reports to determine eligibility of the producer.
3. Compare the amount of material requested with the approved practices or farm allowance and any prior requests approved for the farm, as shown on ECR-1015.
4. Initial the request, if correct, in the space under the word "Approved." Any changes or corrections believed necessary by the county committee will be made. If the request is approved, a county committee-man will sign in the space provided.

C. RECORDING REQUESTS AND RECEIPTS FOR MATERIAL ON ECR-1015

For each approved request, data as follows will be entered in Section VI of Form ECR-1015, "1946 Farm Plan and Performance Report":

1. In column A—the name of the material
2. In column B—the kind, as 20% for superphosphate, etc.
3. In column C—the quantity
4. In column D—the unit **deduction** rate
5. In column E—the total **deduction** value

As ACP-64's receipted by farmers are later received from contractors, truckers, consignees and warehousemen, a check mark will be entered in column F of Section VI, ECR-1015. Should the amount receipted for vary from that requested, appropriate changes will be made in other columns.

Section II. ORDERING, RECEIVING, AND ACCOUNTING—MATERIALS ORDERED FOR RAIL DELIVERY

A. PLACING REQUESTS FOR SHIPMENTS

The county committee may request the State office to ship a carload of material (a) whenever sufficient requests for a carload of one kind of material specifying delivery at the same siding at approximately the same date have been received, or (b) at the discretion of the committee, (1) in those cases in which the volume of material currently required is such that the county committee feels certain that a carload of material will be required at a siding by a definite date, or (2) in those cases in which approved provision has been made for warehousing material to be shipped on consignment. County committees should be careful that materials are not requested under (b) above unless it is reasonably certain that such material will be disposed of without either loss to the Government or the necessity of incurring additional expense for storage.

Form ACP-65 (Revised September 1944) will be used in placing requests for rail shipments. Entries will be made as follows:

1. Entries in the heading of ACP-65 will be made in the following spaces:
 - a. Program year.
 - b. State.
 - c. County.
 - d. Type of material.
 - e. Type of Delivery "Rail."
 - f. Date desired.
 - g. Consignee—the name of the person designated to receive the shipment.
 - h. Post Office address—the address of the consignee.
 - i. Point of delivery—the station or siding at which delivery is desired.
 - j. Final carrier—the delivering railroad (to be entered only when delivery by a particular carrier is desired because of accessibility, location of storage point, etc.)
2. No entries will be made in the body of the form at this time.
3. Total quantity requested—The number of tons superphosphate or liming materials, pounds seed, etc.
4. Total number of requests—no entry will be made at this time.
5. Total value of requests—no entry will be made at this time.
6. Report of distribution—no entries will be made in any spaces of this section at this time.
7. The form will be signed by a county committeeman, or by an employee designated by the county committee, and dated.

The last carbon copy of ACP-65 will be retained by the county office and all other copies forwarded to the State office.

When the State office has approved the request and placed it for delivery with a contractor, the first (blue) and second (yellow) carbon copies of ACP-65 will be returned to the county office with data entered as to the name of the contractor who will supply the material, the shipping point contract number, and the number of the Government bill of lading issued to cover the shipment. The copy retained by the county office may then be discarded.

B. RECEIVING SHIPMENTS—DUTIES OF THE CONSIGNEE

As soon as a shipment is made, the shipper will mail to the consignee named on ACP-65 the original (Standard Form No. 1103) and first memorandum copy (1103a) of the Government Bill of Lading. Upon notice from the freight agent of the delivering railroad of arrival of the shipment, the consignee will arrange for shipments to be serviced.

When going to the siding to receive and unload the shipment, the consignee should have (a) the original and memorandum copy of the Government bill of lading, (b) Standard Form 1107 "Temporary Receipt in Lieu of U. S. Government Bill of Lading," and (c) blank copies of Form ACP-67 Revised November 1943.

1. Completion of Government bill of lading.—A consignee certifies delivery on a Government bill of lading, subject to "Report of Loss, Damage, or Shrinkage" on the reverse side of the lading. The following method will be used in completing the Government bill of lading.

a. The consignee will endeavor to secure consent of the local railroad agent to complete unloading and accounting of the contents of each car prior to surrender of the bill of lading, or

b. The consignee will surrender the bill of lading prior to unloading, and accounting of the contents of each car, provided the local railroad agent agrees that the bill of lading will be held in his office until such unloading and accounting has been completed, or

c. If the local railroad agent will not agree to either of the above, the consignee will issue a "Temporary Receipt in Lieu of U. S. Government Bill of Lading," complete unloading and accounting of the contents of the car, and subsequently surrender the completed bill of lading.

In the case of any short weight, whether or not due to loss resulting from bag damage, the consignee will complete the "Consignee's Certificate of Delivery" on the face of the bill of lading, showing the exact weight delivered. Where there has been loss resulting from bag damage, the consignee will complete the "Report of Loss, Damage, or Shrinkage" section on the reverse of the bill of lading so as to reflect any salvage costs in accordance with the following:

Description: Twenty bags of superphosphate broken: labor for resacking, \$2; 19 new 100-pound bags used \$0.09 per bag or \$1.71; contents of one bag or 100 pounds not recovered, contract value, \$0.75.

Weight of such articles—Loss 100 pounds.

Invoice value or cost of repairs \$4.46.

I certify that the facts noted above are correct.

County Agricultural Conservation Association

Consignee.

By.....
(Signature)

Title.....
(Title of person signing)

If there is loss of material and the contract value thereof is unknown, the word "unknown" should be entered following "contract value," and the line "Invoice value or cost of repairs \$4.46" should be followed by "plus contract value of lost material."

Where there is no damage, but the quantity received is less than that stated on the bill of lading, a statement should be requested from the railroad agent at destination setting forth the amount of the shortage, and certifying that no transportation charge will be made for it. If this statement can be secured, it will accompany ACP-67 to the State office. Otherwise, the consignee should indicate on ACP-67 that such statement was requested from the agent, but refused.

Upon completion of the bill of lading the consignee will surrender the original to the carrier's agent, pick up and destroy any temporary receipt issued to the agent, and return the memorandum copy, upon which all entries made on the original should appear, to the county office.

2. Preparation of Form ACP-67.—Form ACP-67 will be executed fully by the consignee. If the shipment checks out accurately with the amount shown in the bill of lading, the consignee need execute only the face of the form. If however, there is loss, damage, or shortage, all questions on the reverse of the form must be answered fully and completely. The statements on the reverse of the form should be confined to reporting facts rather than conclusions, i. e., that there were protruding nails in the car or that the doors were not boarded up, for example, rather than stating that damage was due to failure of the shipper to remove the nails or provide boards at the doors.

Statements of the consignee on bills of lading and ACP-67 are the basis upon which responsibility for the condition of shipments is determined. A uniform system of determining responsibility is used, and, while not a duty of the consignee, the determining items are quoted for the information of consignees in assisting them to properly prepare Forms ACP-67.

a. Where consignee's count or weight does not agree with that shown on the bill of lading (apart from loss resulting from bag damage), responsibility for the shortage will be placed with the **shipper** unless (1) no seals, or broken seals, are on the car upon arrival, or (2) the numbers on the seals at destination do not agree with those which the bill of lading indicated were on the car when it left the shipping point.

b. Responsibility for short count or weight will be placed with the carrier under conditions set forth in (a) (1) and (a) (2) above.

c. On shipments made in open-top cars where no seals are involved, weight shortages will be the responsibility of the **shipper** unless a carrier's scale weight certificate is available indicating that the amount was shipped, in which case the deduction will be made from the **carrier**.

d. If, upon arrival at destination, a few bags are broken in and around the doors, at the ends of the car, or on the bottom tier while the bags generally are intact and in good condition, responsibility is to be placed upon the carrier for the cost of bags and labor used for rebagging and for the material lost from broken bags which cannot be recovered.

e. Where a substantial number of bags are broken throughout the car and the condition of the bags generally is such that others break easily upon being handled, the responsibility is to be placed with the **shipper**.

f. The **carrier** will be responsible for freight on whatever amount of material is not accounted for at destination, except where a shortage for which the shipper is responsible results in shipment of less than that for which a minimum carload rate applies, in which case the **shipper** will be responsible.

All copies of Form ACP-67 will be returned to the county office in order that the original (white), cherry, and yellow copies of Form ACP-67 may be immediately forwarded to the State office. Form ACP-67 is the basis upon which payment of claims is made by the Government. In many cases, contractors offer discounts for payment within specified periods, and delay in transmittal of Forms ACP-67 may result in considerable monetary loss to the Government.

C. DELIVERY OF MATERIALS TO PRODUCERS—ACCOUNTING FOR MATERIALS

1. Materials delivered to producers at sidings.—

a. **Delivery to producers.**—Upon notice of arrival of the shipment, producers who are to receive material from the shipment should be notified of the time at which they should call for their material. The consignee will be furnished with all three copies of ACP-64 upon which the A. A. A. request for shipment number will have been entered from the approved copy of ACP-65 received from the State office. The consignee will secure the signature of the producer or his representative on ACP-64 receipting for the material delivered to him. The blue copy of the receipted ACP-64 will be furnished to the producer, the yellow copy will be retained by the consignee, and the original will be returned to the county office.

The consignee will be held responsible for securing from producers receipted ACP-64's totaling the exact quantity of material for which he has receipted on the bill of lading and ACP-67. Should any bagged material remain in the car at the expiration of the free time because of failure of producers to call for it, it will be the responsibility of the consignee to arrange for satisfactory storage and secure a receipt for material so stored.

b. Reporting distribution to producers.—As soon as the receipted ACP-64's are received in the county office, the following data for each will be entered on the copies of ACP-65 in the county office:

(1) The **units** in which farmers have receipted for the material will be entered in the appropriate spaces in the headings of columns 3 and 7 of the form.

(2) For each receipted ACP-64, enter in the appropriate spaces the farm number, name of the farmer, quantity received, and date of receipt.

(3) In the space entitled "Total Number of Requests" enter the number of receipted ACP-64's entered on the form.

(4) Fill out the report of distribution as specified below. All entries will be for quantities of material, expressed in the same units as originally requested on ACP-65:

Report of distribution	This shipment	Month of19..	Cumulative to date
On hand last report.	(1) X X X X.....	(6) No entry..	(11) Amount on hand at beginning of program year, if any.
Quantity received.	(2) From ACP-67....	(7) No entry..	(12) Item (2) plus item (11) on most recent ACP-65 for the material and type of delivery. (See note.)
Previously distributed.	(3) Item (4) of any ACP-65 previously forwarded for this shipment—otherwise no entry.	(8) No entry..	(13) Total receipts. Item (11) plus item (12).
Distributed this report	(4) The sum of the entries in the "units" column above (in tons for superphosphate).	(9) No entry..	(14) Item (4) plus item (13) on most recent ACP-65 for the material and type of delivery.
Amount on hand.	(5) Amount, if any, from this shipment in storage.	(10) No entry.	(15) Total amount, if any, in storage.

NOTE: If there is an entry in item (3), item (2) will **not** be included in item (12).

The blue copy of ACP-65 will then be returned to the State office. Should this show that some of the material has not been distributed to farmers, a subsequent report on a new set of Forms ACP-65 will be prepared to report the distribution of the remainder of the material. All entries in the heading of the original ACP-65 will be copied to this ACP-65.

2. Materials stored under agreements.—

a. Delivery to warehouseman.—If the warehouseman is the consignee for the shipment, he will receive notice of its arrival, and his execution of Form ACP-67 will constitute his acknowledgment of responsibility for the material received. If the ware-

houseman is not the consignee, the consignee should secure a receipt for the material received by the warehouseman.

b. **Delivery to producers.**—All three copies of approved ACP-64 will be furnished to the warehouseman without identification as to Aaa number. The warehouseman will secure the signature of the applicant or his representative receipting for the material delivered. If provided in his agreement, he will also collect from the farmer the amount specified in the ACP-64 and receipt for the collection by entering the amount, date, and his initials in the space provided. The blue carbon copy of the ACP-64 will be furnished the producer. The remaining copies of ACP-64 will be retained by the warehouseman until he reports deliveries to the county committee.

c. **Reporting deliveries to county committee.**—As of the last day of each month (more frequently if requested by the county committee) the warehouseman will furnish the county committee with the original receipted ACP-64's, together with Form ACP-68A, which will serve as a report of deliveries, and as the warehouseman's invoice for services performed under his agreement. The farm number, delivery date, and quantity shown on each ACP-64 should be shown in the spaces provided. Should more than one analysis of the material be in the warehouseman's keeping, or should his agreement provide alternative services at varying rates, these may be shown by appropriate entries in the headings of columns 1, 2, and 3. The warehouseman will retain one copy of ACP-68A and the yellow copies of ACP-64.

A physical inventory of the quantity of material on hand in custody of the warehouseman will be taken on the last business day of each month. The condition of the material will also be inspected. The warehouseman will be held responsible for any shortage of material.

d. **Reporting distribution and stocks to the State office.**—The county committee will verify the correctness of the ACP-68A's received from warehousemen and will prepare Form ACP-65 summarizing distribution of the material for the month. Proper identification of program year, State and county, type of material, and type of delivery will be entered in the heading of ACP-65. The total number of requests filled will also be entered. Entries in the report of distribution section will be as specified below. All entries will be for quantities of material, expressed in the same unit as originally requested on ACP-65.

Report of distribution	This shipment	Month of 19	Cumulative to date
On hand last report.	(1) No entry..	(6) Item (10) from the last report. (For first report, same as item (11)).	(11) Total on hand beginning of program year.
Quantity received.	(2) No entry..	(7) Sum of all ACP-67 for the month.	(12) Item (7) plus item (12) from last report for the material.
Total receipts..	(3) No entry..	(8) Item (6) plus item (7).	(13) Item (11) plus item (12).
Distributed this report.	(4) No entry..	(9) The total of all ACP-68-A received from warehouseman for the month.	(14) Item (9) plus item (14) from last report for the material.
Amount on hand.	(5) No entry..	(10) Total inventory on hand.	(15) Same as item (10).

If the inventory shown in item (10) is not equal to the difference between items (8) and (9), the discrepancy and steps taken to collect for any shortage will be explained by a statement in the body of the ACP-65.

The ACP-65 will be signed by a member of the county committee. The first carbon (blue) copy will be forwarded to the State office by the 5th of the month accompanied by the State office copies of the related ACP-68A's, and one copy will be retained by the county office. The additional copies of ACP-68A and ACP-65 may be discarded.

3. Liming materials delivered from rail points to farms by association truckers.—The trucker will be held responsible for securing receipts for the quantity of material receipted for on ACP-67. He will be furnished all copies of ACP-64, secure the producer's receipt, and give him the blue copy of the form. He will retain the yellow copy, and return the original ACP-64 to the county office.

The county committee will require the trucker to identify each ACP-64 by the Aaa number of the shipment from which it was delivered.

The trucker will prepare ACP-68A as his invoice for services, and distribution reports will be submitted to the State office monthly as for materials delivered from storage.

Section III. MATERIALS OTHER THAN THOSE ORDERED FOR RAIL SHIPMENT

A. PLACING REQUESTS FOR DELIVERY

Requests for delivery of materials other than by rail shipment will be placed with the State office on ACP-65 (Revised September 1944) as follows:

1. For material to be delivered by the contractor to individual farmyards.—ACP-65 will be prepared to cover such requests asking delivery in the same area at approximately the same dates as may be delivered by the contractor within a reasonable period of time.

2. For material to be delivered at contractor's plant or warehouse.—Form ACP-65 will be prepared to cover a reasonable quantity of material on which delivery is requested at approximately the same date.

3. Form ACP-65 will be prepared for such deliveries as follows:

a. The program year, State, county, type of material, type of delivery and date desired will be entered in the spaces provided in the heading.

b. The appropriate units for the material will be entered in the space at the top of columns 3 and 7.

c. The farm number, name of farmer and quantity requested will be entered in the body of the form for each request included.

d. The totals of the entries in columns 3 and 7 will be entered as the total quantity requested.

e. The number of requests listed will be entered as the total number of requests.

f. The form will be signed by a county committeeman, or by an employee authorized by the county committee.

4. Distribution of forms.—The county office will retain the last carbon copy of ACP-65 and forward all other copies together with the related ACP-64's to the State office for placement of the order with a contractor. If material purchased at plant is to be delivered to farmyards by an association trucker, Form ECR-646 will be prepared to show the farm number, name of farmer, and quantity requested, and the ECR-646's (3 copies) instead of the ACP-64's will be sent to the State office with ACP-65. The ACP-64's in such case will be given to the association trucker.

When the ACP-65 has been approved by the State office, the first carbon (blue) copy will be returned to the county office with data showing the contractor and contract number.

B. DELIVERY TO PRODUCERS

1. Deliveries by contractor.—The contractor will make delivery to the producer (at farm, plant, or platform), secure his receipt on ACP-64, give him the blue copy, retain the yellow copy, and return the original

to the county office with ACP-68A when claiming payment for the material.

2. Deliveries from plants by association trucker.—The trucker will receipt to the contractor on ECR-646 for each producer's material as he receives it. The contractor will give the copy of the receipted ECR-646 to the trucker, retain one copy, and return the original to the county office with ACP-68A when claiming payment for the material. The trucker will in turn secure the producer's receipt on ACP-64, give him his copy, retain a copy, and return the original to the county office, with an ACP-68A which will serve as his invoice for services rendered.

C. AUDIT OF FORM ACP-68-A, CONTRACTOR'S DELIVERY SUMMARY

For materials delivered at plant, to farmyards, or delivered and spread on fields by the contractor, ACP-68A will be prepared by the contractor, listing the A. A. A. number, farm number, date of delivery, and amount delivered to each producer during the period covered by the summary. The original of this form and two copies will be transmitted to the county office with an original and memorandum copy of Standard Form 1034, and the original receipted copies of ACP-64 (or ECR-646) listed as delivered during the period. ACP-68A will be audited in the county office as follows:

1. Each receipted ACP-64 will be checked to see that it has been properly signed by the applicant or for him by his representative, and that the quantity of material receipted for agrees with that requested. In case a claim is made for material which the contractor states has been properly delivered to the farm in accordance with the contract, but which producer refuses to accept, and as a consequence ACP-64 is unsigned, the county committee will investigate the case. If it is determined that delivery has been made, and the material left at the farm, the claim may be approved.

2. On the related county office copy of ACP-65 a check mark will be placed opposite the amount of material requested for each producer for whom a receipted ACP-64 is received.

3. ACP-68A will be checked against the related ACP-64's to determine that the entries on ACP-68A agree with those on ACP-64.

4. If found correct, and properly supported by the receipted ACP-64's, ACP-68A will be approved by the signature (in the space labeled "Approved for State Committee") of a member of the county committee or a designated county office employee, and the date of approval will be entered on the form. If discrepancies are found, all copies of ACP-68A and voucher forms should be returned to the contractor for correction. A copy of the transmittal letter, indicating the discrepancies found, will be sent the State office.

Upon approval of ACP-68A, the original and the copy marked "Regional Office Copy" and the voucher forms should be forwarded to the State office for audit and payment of the claim. Prompt handling of voucher forms is necessary, since cash discounts may be involved.

ACP-68A's submitted by association truckers will be compared with those submitted by the plant supplying the materials, but will not be forwarded to the State office unless request for them is received.

Section IV. SERVICES FURNISHED BY COUNTY ASSOCIATIONS

All requests for services to be performed by county associations will be taken on ACP-64, as provided for materials. The estimated quantity

of the service will be entered, and corrected when the actual extent is determined. The employee or service fee operator performing the service will secure the farmer's receipt on ACP-64 for the measured extent of the service, give the farmer one copy, and return the original to the county office.

Approved requests and receipted ACP-64's will be recorded in section VI of ECR-1015, "1946 Farm Plan and Performance Report" as for other materials and services.

At the end of each month, the county office will prepare ACP-65 listing the farm number, name of farmer, and extent of services for all services receipted for during the month. Monthly and cumulative totals will be shown as "distributed, this report." The first carbon (blue) copy will be forwarded to the State office, and one copy will be retained. Other copies may be discarded.

Section V. RECORDING TRANSFERS OF MATERIAL

A. 1945 MATERIAL TRANSFERRED TO THE 1946 PROGRAM

The county office will:

1. Mark the original ACP-64 and county office copy of ACP-128 issued under the 1945 program "Transferred to 1946," noting thereon the quantity of material so transferred and the number of the farm to which transferred if other than that shown. A new ACP-64 should be prepared and signed if transfer is made to another producer.

2. Delete the record made for the material in section VI of ECR-915, "1945 Farm Plan."

3. Enter appropriate data concerning the material in Section VI of ECR-1015, labeling such entries "1945" in column A. The rate and charge should be the same as for 1946 material.

4. At the end of each week through March 31, and monthly thereafter, prepare an ACP-65 for each material for which transfers have been made, labeling it "1945 Material Transferred to 1946 Program." Special attention should be given to the following entries:

- a. Columns (1), (2), (3), and (4) should be labeled "1945," and columns (5), (6), (7), and (8) should be labeled "1946."

- b. Appropriate data in columns (1), (2), and (3) should be shown for the material as issued in 1945. Its deduction value when issued under the 1945 program should be shown in column (4).

- c. Entries will be made in columns (5), (6), and (7) only when the items differ from the corresponding entries in columns (1), (2), and (3). The entry in column 8 will be the deduction value at the 1946 deduction rate.

- d. "Total value of requests" will be entered as the sum of the entries in column (8), and immediately below enter in parenthesis the sum of the entries in column (4).

- e. Cumulative totals will not be shown, nor will entries on such ACP-65 be accumulated with materials ordered for 1946. The county committee will retain one copy of the ACP-65, and forward all other copies to the State office.

B. MATERIAL TRANSFERRED WITHIN THE 1946 PROGRAM YEAR

The county office will—

1. Note the transfer on ACP-64 or ACP-128 for the producer to whom the material was originally issued.

2. Delete the entry made for the material in section VI of ECR-1015.

3. Have the producer to whom the material was transferred receipt for the material on ACP-64.

4. Enter data concerning the material on ECR-1015 for the new producer.

5. At the end of each month prepare an ACP-65 for each material for which transfers have been made, labeling it "1946 Material Transferred within Program Year." Entries will be as follows:

(a) Data will be entered in columns (1), (2), (3), and (4) for the farmer from whom the material was transferred.

(b) Opposite the above entries data will be entered in columns (5), (6), (7), and (8) for the farmer to whom the material was transferred.

(c) Cumulative totals will not be shown, nor will totals of such ACP-65 be accumulated on ACP-65's for current deliveries.

PART IV.—STATE OFFICE PROCEDURE AND RECORDS

Section I. PLACEMENT OF ORDERS FOR MATERIAL

A. PLACEMENT OF ORDERS FOR MATERIAL PURCHASED UNDER CONTRACT

In ordering material procured under contracts the following forms will be used in accordance with the procedure outlined below:

1. **Form ACP-65.** Forms ACP-65, "Request for Shipment and Consignee's Delivery Summary," received from county offices requesting shipments will be handled as follows:

a. Accuracy of entries on the form will be verified, approval of the request will be indicated by the signature of an authorized State office employee, and the date of approval will be entered.

b. From a register of Aaa Request for Shipment numbers in numerical sequence beginning with one, a number will be assigned to the ACP-65 and this number, preceded by the State code, will be entered in the space provided on the ACP-65, thus "51-1." The Aaa number assigned to ACP-65 will also be entered on each related ACP-64 for materials to be delivered at plant, to farmyards, or delivered and spread on fields. In assigning Aaa numbers great care must be exercised to avoid duplications. There will be only one series of Aaa numbers for all materials ordered for the State.

c. The name of the contractor and contract number will be entered; for rail shipments the shipping point and number of bill of lading to be issued will also be entered.

d. The blue copy (and, for rail shipments, the yellow copy also) of ACP-65 will be returned to the county office.

e. For material to be purchased at plant or delivered to farms the yellow copy of ACP-65 and the related ACP-64's will be forwarded to the contractor with ACP-130.

f. When the order has been placed with the contractor, the original ACP-65 will be filed in a county file for the material (and type of delivery) after the following entries are made:

- (1) Immediately under the quantity requested, the cumulative total of the material ordered for the county, obtained by adding this entry to the cumulative entry on the last ACP-65 filed.
- (2) For farmyard, delivered and spread on fields, or plant delivery orders, cumulative totals for number of requests.

2. **Standard Form No. 1103. U. S. Government bill of lading.**—For material to be shipped by rail a Government bill of lading will be prepared authorizing movement of the material from the point of purchase under the contract to the destination and consignee specified on ACP-65. The information on this form will provide the contractor with detailed instructions concerning movement of the shipment.

(a) The Government bill of lading consists of five parts:

- (1) The original, Standard Form 1103.
- (2) The Shipping order, Standard Form 1104.
- (3) The original Freight Waybill, Standard Form 1105.
- (4) The carrier's copy Freight Waybill, Standard Form 1106.
- (5) Five memorandum copies, Standard Form 1103a.

(b) These forms will be prepared in the issuing office by completing the following listed items in the spaces provided:

- (1) (Date issued): The date the bill of lading is prepared.

- (2) (Shipping Point): The point from which the material is shipped as shown in the contract.
- (3) (Consignor): The full name of contractor.
- (4) (Charges to be billed to): This has been overprinted.
- (5) (Appropriation Chargeable): The State office will be notified concerning the applicable appropriation symbol.
- (6) (Issuing Office): The name of the State office and the address.
- (7) (Name and Title of Issuing Officer): The name and the title of the officer who issues the bill of lading.
- (8) (Consignee): The name and mail address of the person to whom the shipment is consigned.
- (9) (Destination): Name of city or town and State which delivery is desired.
- (10) (Route journey only when some substantial interest of the Government is served thereby): No attempt should be made to route the bill of lading except to state—"Forward via the most direct route."
- (11) Delivering carrier is to be designated only when more than one carrier serves the destination and shipment is to be consigned to a point located on a siding to which only one carrier can offer delivery.
- (12) In the box entitled "Certificate of Issuing Officer" there should be entered in the indicated spaces, the contract number, the date and the shipping point named in the contract. The issuing officer should then sign in the space above provided.

The issuing offices will retain the last memorandum copy. All other copies will be forwarded to the contractor with ACP-130.

3. Form ACP-130. Request for shipment.—All orders to be placed each day against each contract for a similar type of delivery may be listed on one ACP-130. The accompanying Government bills of lading will provide the necessary detailed delivery instructions for individual orders to be shipped by rail; likewise, the accompanying Forms ACP-65 and ACP-64 will furnish this information for other types of deliveries. Consequently, these instructions are not listed on ACP-130.

a. Entries on ACP-130 will be made as indicated on the form. Requests should be listed in sequence of Aaa numbers. The contract and delivery reference section should be completed in conformity with the contract under which the request is being placed and the type of delivery desired, as suggested by the following illustrations:

- (1) "You are requested to furnish bagged 20 percent superphosphate f. o. b. Baltimore, Maryland, for Kentucky as follows, pursuant to contract No. Als-29555.
"Deliver under the attached Government bills of lading."
- (2) "You are requested to furnish ground limestone, in bulk delivered to farmyards for West Virginia, as follows, pursuant to contract No. A54 (L-46) fsb-1.
"Deliver under attached Forms ACP-64 and ACP-65."

b. The original ACP-130 will be removed, and sheet totals and cumulative totals will be entered for the "tons" column of the remaining copies.

c. Distribution of ACP-130 will be as follows:

- (1) The original, together with related bills of lading, or Forms ACP-65 and ACP-64, will be forwarded to the contractor.
- (2) The yellow copy will be forwarded to the Conservation Materials Unit, East Central Division, Field Service Branch, Washington 25, D. C.
- (3) The blue copy will be retained by the Conservation Materials Unit of the State office.
- (4) The cherry copy will be furnished to the Fiscal Audit Section of the State office.

d. In case an order that has been placed with a contractor is for any reason to be canceled wholly or in part, ACP-130 should be used for this purpose with appropriate changes in the instructions to the contractor to show that cancellation is desired. The same details with reference to the shipment as are shown on ACP-130 placing the request should be given. Distribution of copies of the form should be the same when used for cancellation as for original requests.

4. Form ACP-141. Conservation material delivery summary.—This form will be prepared by the contractor weekly, listing all rail shipments made to the State. One copy will be received by the State Office

Conservation Materials Unit and will serve as notice of shipments made. The State office will not receive copies of bills of lading other than that presented with the contractor's claim for payment.

B. PLACEMENT OF ORDERS FOR MATERIAL TO BE SECURED FROM THE TENNESSEE VALLEY AUTHORITY

Placement of orders for material to be secured from the Tennessee Valley Authority will be made in the same manner as that for materials purchased under contract, except that, unless previous arrangements are made with the authority, bills of lading will not be prepared for rail shipments, but the name and mail address of the consignee will be listed in the remarks column of the original copy of ACP-130.

C. PLACEMENT OF ORDERS FOR MATERIAL PROCURED THROUGH COMMODITY CREDIT CORPORATION PURCHASE PROGRAMS

Placement of orders for seeds procured under governmental purchase programs will be as follows:

1. **Form ACP-65.**—Form ACP-65 will be approved as for contract purchases but the Aaa Request Number to be entered thereon will be taken from ACP-66. Distribution of ACP-65 will be the same as for rail shipments for contractors.

2. **Form ACP-66. Request for shipment.**—Since the State office will not always be in a position to know from what stocks shipments may be made, ACP-66 rather than ACP-130 will be used in requesting shipment. ACP-66 will be prepared by transferring from ACP-65 the applicable information required and will be approved by an authorized State office employee. Should it be necessary to combine two or more requests on one ACP-66 in order to assemble a minimum carlot shipment with stopover privileges for unloading, ACP-66 should show the quantity to be unloaded and the consignee to be notified at each unloading point. Only one consignee may be named for a single destination. Distribution of Forms ACP-66 will be as follows:

(a) For ordering seeds from stocks other than those accumulated within the State, the original and two carbon copies will be forwarded to the Conservation Materials Unit, East Central Division, Washington 25, D. C. The fourth copy will be retained by the State office.

(b) For ordering from stocks of seeds which have been accumulated within the State, the form will be filled out as above and the State office will select the stocks from which shipments are to be made. The name of the county association in whose custody the seed is located will be typed on ACP-66 in the blank space to the right of "Division." A Government bill of lading covering movement of the seed will be prepared and attached to the original ACP-66, which will then be forwarded to the county association from whose stocks the seed is to be shipped. One copy of ACP-66 will be forwarded to the regional office, and one copy will be retained by the State office.

3. **Form ACP-130. Request for shipment.**—In order to facilitate uniform maintenance of records, Form ACP-130 will be prepared as a transmittal form listing all Forms ACP-66 transmitted. Separate forms will be prepared for each kind of seed, listing the Aaa number, county, quantity and number of any bill of lading issued. The blue copy will be retained by the Conservation Materials Unit of the State office and all other copies will be forwarded to the regional office.

D. MATERIALS ACQUIRED UNDER THE PURCHASE ORDER PLAN

The State office need place no orders for material acquired under the Purchase Order Plan since orders are placed direct by the county office.

Section II. STATE OFFICE RECORDS**A. MATERIALS PURCHASED UNDER CONTRACT OR FROM TENNESSEE VALLEY AUTHORITY**

Cumulative records will be maintained by contracts and by counties by proper filing of the appropriate forms, as follows:

1. By contracts:

- a. Orders placed—ACP-130.
- b. Shipments and deliveries—
 - (1) Rail shipments—ACP-141;
 - (2) Other deliveries—ACP-68-A (State office copy).

2. By counties:

- a. Approved requests—Original copies of ACP-65.
- b. Receipts:
 - (1) Rail shipments—Blue (final) copies of ACP-65.
 - (2) Other deliveries—ACP-68-A (regional office copy).
- c. Additional data as to number of requests filled, amounts distributed to producers from rail shipments, etc., will be available from the blue copies of ACP-65 and the regional office copies of ACP-68-A.

State totals of orders placed as shown on ACP-130 should agree with the approved requests shown on original ACP-65. The State totals of deliveries shown on ACP-141 will not agree with the blue copies of ACP-65 because of shipments in transit and shortages shown on ACP-67.

B. MATERIALS SECURED UNDER PURCHASE PROGRAMS

For materials procured under CCC Purchase Programs, a cumulative record of the total quantity of each kind of material for which orders are placed will be maintained by separate files of ACP-130. County records will be maintained on Form ACP-65 as for rail shipments under contract purchases. In addition, in States in which stocks of seed are accumulated, individual records will be kept of the orders placed against the stocks of seeds purchased through each cooperating seed handler.

C. MATERIALS SECURED UNDER THE PURCHASE ORDER PLAN

Cumulative records of materials furnished farmers under the Purchase Order Plan will be maintained by separate files of the State office (blue) copy of Form ACP-142. These will be furnished the Conservation Materials Unit of the State office after audit and correction, and cumulative totals of number of requests, quantity, and value of each material supplied by all vendors in each county will be maintained in the spaces provided at the bottom of ACP-142.

D. TRANSFERRED MATERIALS

Records by counties will be maintained for transferred materials as follows:

1. Material transferred from 1945 program to 1946 program.—A separate file of ACP-65's recording such transfers. The cumulative quantity and value of such materials will be maintained in order that an inventory report may be prepared early in 1946.

2. Material transferred between producers within the program year.—A separate file of ACP-65's recording such transfers. Cumulative data will not be required for these materials.

E. COST ESTIMATES OF MATERIALS ORDERED AND TRANSPORTATION

On the last day of each month there will be prepared for purposes of the State fiscal accountant an estimate of the following for each material purchased under contract (or from the Tennessee Valley Authority):

- 1. The total contract cost of each material ordered for delivery in the State.
- 2. The total transportation cost of each material transported under Government bills of lading (excluding any costs paid from association funds).

Item 1 will be determined as follows: The cumulative tonnage ordered under each contract, as shown on ACP-130, will be multiplied by the net contract price, as shown on the contract. Where tonnages for farmyard delivery are for delivery in two or more counties at different prices, subtotals must be determined on the tonnages at each applicable price. The contract costs so determined for each contract are totaled to determine the total materials cost to be reported.

Item 2 will be determined as follows: The applicable freight rate per ton will be entered in the cost per ton column on the blue State office file copy of ACP-130. The transportation cost for each shipment will then be extended and cumulative totals maintained by contracts. These will be added to determine the total cost.

Since these cost estimates must be furnished on the last day of each month, it will be necessary that totals be accumulated as of some previous day, and the cost of items ordered from that date through the last of the month be speedily available.

F. REPORTS TO THE REGIONAL OFFICE

The following reports will be forwarded to the Regional office.

1. **Monthly reports.**—A report in the attached form will be forwarded so as to reach the Regional office before the 20th of each month, giving cumulative *State totals* of the items listed for each material or service as of the last day of the preceding month.

2. **Quarterly reports.**—As of March 31, June 30, September 30, and December 31, a report on the form attached will be prepared showing data by counties. This report should reach the regional office during the following month. The sources of data will be as indicated.

MONTHLY REPORT 1946 PROGRAM STATE.....
Cumulative summary of materials and services furnished as of....., 19....

	(Material or Service)	(Material or Service)	(Material or Service)
	SOURCES OF DATA		
QUANTITY ORDERED:			
Contract, etc.....	State totals ACP-130		
Purchase orders.....	State totals county reports purchase orders issued.		
Total.....			
QUANTITY RECEIVED:			
Rail shipments.....	State totals ACP-141.		
Other contract deliveries.....	State totals ACP-68-A from contractors.		
Purchase orders.....	State totals ACP-142.		
Total.....			
VALUE OF ORDERS PLACED:			
Contract materials.....	Report to Fiscal Accountant.		
Rail transportation cost.....	Do.		
Purchase orders issued.....	State totals, county reports.		
Total.....			

QUARTERLY REPORT 1945 PROGRAM STATE.....
Cumulative summary of.....requested and delivered
as of.....19.....; quantities reported in.....

County	Transfers from 1945 in pro- ducer's hands			1946 orders, receipts, and distri- bution (except purchase orders)					1946 purchase orders			
	No.	Quantity	Value	Ordered through Aaa	Received in county	Distributed		On hand	Orders issued		Orders filled	
						No. prod.	Quantity		No.	Quantity		
(SOURCES OF DATA)												
Transfer ACP-65				Original ACP-65	Rail shipments only Blue ACP-65 (item 12)	Blue ACP-65 or ACP-68-A	Blue ACP-65 or ACP-68-A	Blue ACP-65 (item 15)	County report			
Transfer ACP-65									County report			
Transfer ACP-65									ACP-142			
									ACP-142			

PART V.—SAMPLING AND ANALYSIS OF MATERIALS

Section I.—STATE OFFICE PROCEDURE

A. DESIGNATION OF RAIL SHIPMENTS TO BE SAMPLED

The State office will designate rail shipments to be sampled by appropriate notation attached to or placed on the approved copy of ACP-65 returned to the county office. Shipments to be designated will be selected as follows:

- 1. **Superphosphate, basic slag, etc.**—Each tenth carlot shipment from each *plant* from which supplies are allocated to the State will be designated for sampling at destination, except that at least one shipment from each allocation will be designated. For any superphosphate trucked from plants the State office will arrange to have samples taken representing comparable delivered tonnage. Such samples may be taken at plant, en route, or at destination.
- 2. **Liming materials.**—Sufficient shipments will be designated for sampling at destination to provide at least three samples of the deliveries from each plant each month. The volume of deliveries, extent of area served, and past performance will determine the additional shipments to be designated.
- 3. **Seeds.**—Since seeds shipped from Government stocks have been tested at point of purchase or storage, shipments will be designated for sampling only when specific need for additional tests arises and when required to comply with the provisions of the State seed laws and regu-

lations. Should carlot shipments be purchased from private parties under contract, each lot contained in the shipment should be designated for sampling.

B. SUBMISSION OF SAMPLES AND REPORTS OF ANALYSIS

Samples received from county committees will be submitted to State and experimental station laboratories or the Beltsville Research Center under existing arrangements, supplemented as necessary.

All **superphosphate** samples will be submitted for analysis.

For **liming materials**, at least one sample of deliveries from each plant during each month will be submitted for analysis. More than one sample should be submitted if results of previous analysis have shown substandard material. Samples received from counties but not submitted will be retained pending results of analyses of those submitted. If any of the original samples show substandard material, all samples taken of deliveries during the month will be submitted at once.

For **seeds** samples will be submitted in accordance with any arrangements made with the laboratory.

1. **Use of Form ACP-133 for superphosphate, liming materials, etc.**—For each sample of material furnished a laboratory for analysis, the State office will enter in the heading of ACP-133 applicable data as to the type of materials, name of State and county, name of contractor furnishing the material, contract number, Aaa number of order from which sample was taken, the name of the party sampling the material, the point at which the sample was taken (delivery point for rail shipments), and the date on which the sample was taken. In the body of the form, applicable data as to minimum specifications shown by the contract should be entered in the "Specified" column.

All four copies will be sent to the laboratory with the sample. A fifth copy should be typed with the Rediform set and retained in the State office until results of the analysis are known, when it will be completed and sent to the county committee.

For each sample sent to the Beltsville Laboratory, a report of the results of the analysis will be received in the Regional office, and a completed copy of ACP-133 will be returned to the State office. Superphosphate will be determined to be substandard only as Forms ACP-133 received from the Regional office are marked "Deductions recommended for this and other cars represented by this analysis."

For samples analyzed by State laboratories, the laboratory should be requested to furnish the report on ACP-133, and the State office should forward a completed copy of ACP-133 to the Regional office (two copies of superphosphate reports, except for reports indicating failure to meet specifications, in which case three copies should be forwarded). Forms ACP-133 forwarded to the Regional office which show substandard material should indicate the action to be taken by the State office, such as "allowable tolerance," "deductions to be taken," or "isolated case, additional analysis to be requested."

Superphosphate contractors are notified of the results of analyses through Washington. Contractors for liming materials and basic slag should be notified of the results of analyses by the State office. An additional copy of ACP-133 for this purpose will be furnished the State office

for all analyses made at the Beltsville Laboratory. County offices should also be notified of the results of analyses for all conservation materials.

C. NOTIFICATION TO FISCAL ACCOUNTANT ON SUBSTANDARD MATERIALS

The Head of the Conservation Materials Unit will notify the State Fiscal Accountant of (1) the results of any analyses upon which it is determined that substandard material has been received under contract, and (2) the quantity of material determined to be substandard. Determination of these items for superphosphate and liming materials will be as follows:

1. **Superphosphate.**—Each analysis shall be considered as representative of the car sampled and all cars between that car and the car from which the next previous sample was drawn. The tonnage delivered in these shipments will be considered to be substandard. In recommending deductions to be taken, consideration will be given to analysis reports of deliveries received in other States and regions, on the following basis:

a. 18 percent, 19 percent, and 20 percent superphosphate shall be considered up to standard if analyses do not show it to run under 17.9, 18.85, and 19.8 percent, respectively. However, when deductions are calculated, they shall reflect the relation between analysis and guarantee without taking tolerances into consideration.

b. The advantage of these tolerances shall be granted only if an individual producer's material does not fall between the tolerance and the guarantee on more than three consecutive samples. If more than three consecutive samples so run, deductions shall be made against the cars represented, as provided above.

c. Individual, isolated cases of analyses below tolerance levels will not be cause for deduction without calling for additional samples from the lots involved.

2. **Liming materials.**—The determination as to whether liming materials meet specifications will be made by the State office by monthly periods except at seasons when deliveries are relatively light, when a 2-month period may be used for smaller contractors. Determination that material is substandard will not be made on the basis of a single sample; hence, if analysis of a single sample shows substandard material, additional samples of material delivered during the period should be submitted for analysis. Where at least one of the additional samples analyzed shows chemical analysis below specifications, all analyses for the period will be averaged and the result considered representative of the period covered. Before determining that representative material delivered fails to meet specifications with respect to screen analysis, at least half of the samples analyzed should show substandard material. In averaging analyses, all samples running above specifications will be considered as having only met specifications.

The tonnage which will be reported as substandard material will be that delivered during the month (or 2 months) by the contractor from the plant concerned.

D. CHECKING QUALITY OF MATERIAL FURNISHED UNDER PURCHASE ORDERS

1. **Frequency of sampling.**—One sample of each grade (analysis) of superphosphate furnished by each vendor will be submitted for analysis during the first month for which any material is furnished under purchase orders. One additional sample will be submitted for each 500 tons of each grade of material furnished by each vendor. If the vendor does not deliver 500 tons of material, at least one additional sample will be submitted during the program year.

A sample of liming material furnished by each vendor will be submitted each month. For any sample showing substandard material the State committee should notify the county committee of the county in which the sample was taken to submit for analysis all other samples of the same grade and brand of material. If one of the additional samples shows substandard material the State committee should:

(a) Notify the county committee of the county in which the sample was taken, to take three additional samples from material of the same grade and brand delivered by vendors.

(b) Notify all county committees in the State to take at least one sample from material of the same grade and brand delivered by each vendor who has delivered such material.

The frequency of taking further samples will be determined by the State committee.

Vendors should be notified of the results of analyses through the county committee.

2. Use of Form ACP-133.—A Form ACP-133 should be prepared for each sample of material furnished a laboratory for analysis. Enter in the heading applicable data as to grade and brand of material, name of State and county, name of vendor and manufacturer (including location of manufacturing plant) in the space for "Contractor", the words "Purchase Order" in the space for "Contract No.", the farm serial number in the space for "Aaa No.", the name of the party sampling the material, the point at which the sample was taken, and the date on which the sample was taken. Enter in the body of the form applicable data as to minimum specifications. Distribution of the forms and handling of the samples will be the same as for samples of contract material unless the State committee works out other arrangements.

3. Deductions for substandard material.—The Head of the Conservation Materials Unit will notify the State Fiscal Accountant of the results of any analyses upon which it is determined that substandard material has been delivered under a Form ACP-128, and the quantity of material delivered under the particular purchase order. Deductions for material which failed to meet specifications of the purchase order will be made from the vendor's next voucher. The amount of the deduction will be three times the difference between the value of the material (based on amount paid per unit by A. A. A.) of the quality specified and the material of the quality furnished under the particular purchase order.

Section II. COUNTY OFFICE PROCEDURE

A. SHIPMENTS TO BE SAMPLED

1. Rail shipments specified by the State office.
2. Plant and farm deliveries of liming materials furnished under contract or purchase orders, for which three samples should be taken each month, one of which will be submitted to the State office and the others retained pending results of analysis of the first sample. (If requested by the State office all samples will be submitted initially.)
3. **Seeds acquired under purchase orders.**—Each dealer preparing to fill purchase orders should have for each lot of seed from which purchase orders are to be filled an official sample taken and analysis made by the proper State official of either the State in which the seed was

grown or the State in which the seed is distributed, or should have a sample taken and analysis made by a seed analyst approved by the State committee. An official, signed statement (or certified copy thereof) showing the detailed analysis of the seed as tested should be submitted to the county committee before any purchase orders are issued. Spot-check samples should then be taken by the county committee.

4. Superphosphate acquired under purchase orders.—Two samples of each grade (analysis) of superphosphate delivered by each vendor on purchase orders should be taken as soon as possible after the first order for that kind of material has been delivered. Two additional samples should be taken for each 500 tons of each grade of material furnished. If the vendor does not deliver 500 tons of material, at least two additional samples should be taken during the program year.

One sample of each grade for each 500 tons of material furnished by a vendor should be submitted to the State office and the other sample retained pending results of analysis of the first sample. (If requested by the State committee all other samples will be submitted initially).

B. METHODS OF SAMPLING

1. For superphosphate or basic slag, each official sample shall consist of at least one pound of the material taken in the following manner: Use a sampler that removes a core from the top to the bottom of the bag. Take cores from not less than 10 percent of the bags present unless this process necessitates cores from more than twenty bags, in which case take a core from one bag for each additional ton represented. If less than one hundred bags, sample not less than ten bags; if less than ten bags, sample all bags. Thoroughly mix the portions taken on a clean oilcloth or paper, reduce by quartering to the quantity of sample required, and place in an air-tight container.

2. For liming materials, by means of a slotted sampling tube, withdraw samples to full sampler depth from ten points in the lot or shipment, mix thoroughly and rapidly on heavy sized paper or oilcloth, quarter down to a 2-pound sample, and place in a properly labeled, dry, air-tight container.

3. For seeds, by means of a seed probe of proper size, withdraw seed from each bag in lots of five bags or less, or from at least every fifth bag and not less than five bags for larger lots. The seed withdrawn should be thoroughly mixed and divided into two equal portions, one to be submitted to the State office, the other to be retained by the county office.

All samples taken should be properly labeled to show the name of State and county, the name of supplier (for purchase order superphosphate include grade and brand of material), contract number (if purchase order material enter words "Purchase Order"), Aaa number of rail shipment from which drawn or farm serial number in case of purchase order material, the name of the person taking sample, the location at which the sample was taken, and the date on which sample was taken. Samples should be submitted promptly to the State office for analysis.

PART VI.—TABLES OF FORMS, BY WHOM PREPARED, AND DISTRIBUTION

The following tables indicate who will prepare and sign the various forms, the number of copies to be prepared, and the distribution to be made thereof.

A. MATERIAL PURCHASED FOR RAIL SHIPMENT UNDER GOVERNMENT BILLS OF LADING

Form No.	Use	Prepared by—	Signed by—	Copies	Distribution
ACP-64.....	Request, delivery instructions, and receipt	Producer and county committeeman.	Producer and county committeeman.	3	Original to county office. Blue to producer. Yellow to consignee.
ACP-65.....	Summary of requests and delivery summary.	County office.....	County committeeman and State office.	4	1. As order for shipment: Original, blue and yellow to State office. Blue and yellow returned. 2. As report of distribution: a. To farmers at sidings: Blue returned to State office, yellow retained. b. Through warehousemen or truckers: Blue to State office with ACP-68A. Yellow retained in county office—others discarded.
ACP-68A.....	Delivery summary by warehouseman or trucker.	Warehouseman or trucker.	County committeeman and State office.	5	Original to ACA treasurer, one copy to county office, one copy to State office, one kept by warehouseman or trucker.
ACP-130.....	Request for shipment....	State office.....	State.....	4	Original to contractor. Yellow to East Central Division. Cherry to fiscal accountant. Blue retained by State office.
Standard Form 1103 (including Standard Forms 1104-5-6). ¹	Government bill of lading	State office.....	State, RR agent, and consignee.	8	As per instructions on form except one copy 1103a attached to ACP-141 and Standard Form 1034 by contractor.
ACP-67.....	Receiving and inspection report.	Consignee.....	Consignee.....	4	White, cherry, and yellow to State office. Blue retained by county office.
Standard Form 1034 ²	Claim for payment.....	Contractor.....	Contractor.....	2	Both copies to State office for audit by fiscal accountant.
ACP-141.....	Delivery summary.....	Contractor.....	Not signed.....	5	As per instructions on form, except no copy to special programs for liming materials.

¹TVA prepares A. A. A. ladings for its shipments.

²Not used for TVA claims.

B. MATERIAL PURCHASED UNDER CONTRACTS FOR DELIVERY AT PLANT OR TO FARMYARDS

Form No.	Use	Prepared by—	Signed by—	Copies	Distribution
ACP-64 ¹	Request, delivery, instructions, and receipt.	Producer and county committeeman.	Producer and county committeeman.	3	All copies to State office and then to contractor. When signed, original to county office with ACP-68A, blue to producer, yellow retained by contractor.
ACP-65.....	Summary of requests and delivery summary.	County.....	County committeeman and State office.	3	White, blue, and yellow copies to State office. White retained by State. Yellow to contractor. Blue returned to county.
ACP-130.....	Request for shipment....	State.....	State.....	4	Original to contractor. Yellow to regional office. Blue for State office files. Cherry to fiscal accountant.
ACP-68A.....	Contractor's delivery summary.	Contractor.....	Contractor and county...	5	Original and 2 copies to county with Standard Form 1034 for approval. Original and one copy to State office. One copy to State office from contractor. One copy retained by contractor.
Standard Form 1034.....	Voucher for payment....	Contractor.....	Contractor.....	2	Both copies to county office with ACP-68A and receipted ACP-64's then to State office with approved ACP-68A.

¹Where material is purchased at plant and delivered to farmyards by association truckers, ECR-646 will be prepared for use at plant, and ACP-64 will be for use of association trucker.

C. SEEDS ACQUIRED THROUGH DEPARTMENTAL PURCHASE PROGRAMS (SERVICE FEE PLAN)

Form No.	Use	Prepared by—	Signed by—	Copies	Distribution
ACP-64.....	Request, delivery instructions, and receipt.	Producer and county committeeman.	Producer and county committeeman.	3	Original to county office. Blue to producer. Yellow to seed handler.
ACP-65.....	Summary of requests....	County office.....	County committeeman....	3	(1. As order for shipment: Original, blue and yellow to State office. Blue and yellow returned. 2. As report of distribution: a. To farmers at sidings: Blue returned to State office, yellow retained. b Through Warehousemen: Blue to State office with ACP-68A. Yellow retained in county office—others discarded.
ACP-66.....	Request for shipment....	State office requesting seed.	State.....	4	(A. Stocks without State: Original to regional office, thence to State office in which seeds are acquired; two copies to regional office, one returned approved, one retained by State. B. Stocks within State: Original to county from which seed will be shipped. One copy to regional office. Two copies retained by State office.
ACP-68A.....	Delivery summary by warehouseman.	Warehouseman.....	County committeeman and State office.	5	Original to ACA treasurer, one copy to county office, one copy to State office, one kept by warehouseman.
ACP-130.....	Request for shipment....	State office.....	State.....	4	Blue copy retained in State office. All other copies to East Central Division.
Standard Form 1103.....	Government bill of lading.	State office of State from which shipment is made.	State, R. R. agent, and consignee.	8	As per instructions on form.
ACP-67.....	Receiving and inspection report.	Consignee.....	Consignee.....	4	White, cherry, and yellow to State office. Blue retained by county office.

D. MATERIAL ACQUIRED UNDER PURCHASE ORDER PLAN

Form No.	Use	Prepared by—	Signed by—	Copies	Distribution
ACP-128.....	Purchase order.....	County office.....	Section I—Committee-man or designated employee. Section III—Farmer, vendor, and committee-man.	3	All copies to vendor. Original and first carbon to county. Second carbon retained by vendor. After approval original from county to State office with ACP-142.
ACP-142.....	Transmittal sheet.....	County office.....	Not signed.....	4	Original and two copies to State office with approved ACP-128's. One copy returned approved or corrected. Vendor's copy retained by county until approved copy received from State office.

FORM ECR-1061

UNITED STATES DEPARTMENT OF AGRICULTURE
 PRODUCTION AND MARKETING ADMINISTRATION
 FIELD SERVICE BRANCH
 TRUCKING AGREEMENT

The.....County Agricultural Conservation Association,
, (hereinafter referred to as the Association),
 (Address)
 and.....,,
 (Contractor) (Address)

(hereinafter referred to as the contractor) hereby enter into this contract for the handling and trucking of bulk Liming Material under the Agricultural Conservation Program, in accordance with the following terms and conditions:

A. For material loaded on contractor's truck at.....,
 (Loading point)
 without expense to the contractor.

B. For material shipped by rail to.....,
 (Rail destination)
 to be unloaded from the car by the contractor.

C. For material available for loading by the contractor at.....
 (Loading point)

1. In consideration of the sum of.....per ton (2,000 pounds), to be paid by the Association, the contractor agrees to deliver liming material to any farmyards in the county designated by the Association, under.....above.
 (Enter A, B or C)

2. (Applicable to B above only). In the case of rail shipments, the Association will order the material and advise the contractor of the approximate delivery date. The contractor will accept the car from the delivering railroad, determine the amount and condition of the material, execute the bills of lading, execute Form ACP-67, "Receiving and Inspection Report," and deliver the Form ACP-67, together with the memorandum copy of the bill of lading to the Association within two days after the car is unloaded. The contractor will be responsible for any demurrage or other costs in connection with receiving and unloading the material.

3. The contractor will be responsible for all material received by him and will reimburse the Association for any material received, but not accounted for, by receipts from farmers on Forms ACP-64.

4. The Association will furnish the contractor Forms ACP-64, showing the names and addresses of farmers who are to receive material, the amount each farmer is to receive and the amount to be collected from each farmer by the contractor for the Association.

5. Subject to the availability of material and road conditions, the contractor will deliver material at the time and in the amount indicated

on each Form ACP-64, obtain the signature of the farmer on Form ACP-64 as receipt for the material, collect from the farmer the amount specified by the Association and receipt therefor on all copies of Form ACP-64 and deliver the blue copy of ACP-64 to the farmer as receipt for payment.

6. The three percent Federal transportation tax is included in the contract price and the contractor will be responsible for payment thereof.

7. The contractor will prepare Form ACP-68A, Contractor's Delivery Summary, as of the last day of each month and otherwise at the request of the Association, and will deliver to the Association with Form ACP-68 all original Forms ACP-64 receipted by farmers and the funds collected by him in connection with such deliveries.

8. The Association will make payment to the contractor at the end of each month on the basis of Form ACP-68A and receipted Forms ACP-64 submitted by the contractor.

9. This contract shall be in effect from date of approval until, unless cancelled by either party upon 30 days written notice to the other party.

Date:..... Contractor
Date:..... For county committee
Date:..... APPROVED: For State committee

NOTE: Execute and forward three copies to State Office. Two copies will be returned one copy for contractor and one copy for the Association.

In cases where no collection is to be made by the contractor, all references thereto in the contract should be deleted.

Form ECR-1062

UNITED STATES DEPARTMENT OF AGRICULTURE
 PRODUCTION AND MARKETING ADMINISTRATION
 FIELD SERVICE BRANCH

HANDLING AND DISTRIBUTION AGREEMENT
 CONSERVATION MATERIALS

The.....County Agricultural Conservation Association,
(hereinafter referred to as the Association),
(Address)
 and.....(Contractor).....(Address)

(hereinafter referred to as the Contractor), hereby enter into this contract for the handling and distribution of bagged conservation materials (superphosphate, basic slag, etc.) under the Agricultural Conservation Program, in accordance with the following terms and conditions:

1. In consideration of the sum of.....¢ per 100-lb. bag to be paid by the Association, the contractor agrees to act as consignee for carloads of material shipped by rail to.....
(Rail destination)

and to unload and deliver such material to farmers designated by the Association, such material to be delivered either direct from the car or stored and delivered from the Contractor's warehouse at.....
(Address)

2. The Association will order the material, advise the Contractor of the approximate delivery date, and furnish the Contractor Forms ACP-64 showing the names and addresses of the farmers who are to receive the material, the amount of material each farmer is to receive, and the amount to be collected from each farmer, by the Contractor, for the Association.

3. The Contractor will accept the car from the delivering railroad, open the car, determine the amount and condition of the material, execute the bills of lading, execute Form ACP-67 "Receiving and Inspection Report", and deliver the Form ACP-67, together with the memorandum copy of the bill of lading, to the Association within two days after the car is unloaded.

4. Upon instructions from the Association in each case, the Contractor will rebag material received in a damaged condition, and will itemize the costs of such rebagging on Form ACP-67. The Association will reimburse the Contractor for the costs of rebagging material.

5. The Contractor will be responsible for any demurrage or other costs in connection with receiving and unloading the material.

6. The Contractor will be responsible for all material receipted for on Form ACP-67 and will reimburse the Association for any material not accounted for by receipts from farmers on Forms ACP-64.

7. The Contractor will permit inspection of material in his possession at any time by a representative of the Association, and will notify the Association immediately of any loss or damage to material.

8. The Contractor will promptly notify the farmers who are to receive the material that it is available, and will deliver material to each farmer, obtain his signature on Form ACP-64 as receipt for the material, collect from the farmer the amount specified by the Association and receipt therefor on all copies of Form ACP-64 and deliver the blue copy of Form ACP-64 to the farmer as receipt for his payment.

9. The Contractor will prepare Form ACP-68A "Contractor's Delivery Summary" as of the last day of each month and otherwise at the request of the Association, and will deliver to the Association with Form ACP-68A all original Forms ACP-64 receipted by farmers and the funds collected by him in connection with such deliveries.

10. The Association will make payment to the contractor at the end of each month on the basis of Forms ACP-68A and receipted Forms ACP-64 submitted by the contractor.

11. This contract shall be in effect from date of approval hereof until, unless cancelled by either party upon 30 days written notice to the other party.

Date:.....

Contractor

Date:.....

For county committee

Date:..... APPROVED:

For State committee

NOTE: Execute and forward 3 copies to State Office. Two copies will be returned, one for the contractor and one for the Association.

